

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
MCALLEN DIVISION**

<b>In Re:</b>	§	
	§	
<b>GARCIA GRAIN TRADING</b>	§	<b>Case No. 23-70028-EVR-11</b>
<b>CORP.,</b>	§	
	§	
<b>Debtor.</b>	§	

**MOTION TO EMPLOY MULLIN HOARD & BROWN, L.L.P.  
AS COUNSEL FOR DEBTORS**

**This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and ay decide the motion at the hearing.**

**Represented parties should act through their attorney.**

TO THE HONORABLE EDUARDO V. RODRIGUEZ, U.S. BANKRUPTCY JUDGE:

NOW COMES, GARCIA GRAIN TRADING CORP., the Debtor in the above-captioned case (the “Debtor”), and files this, its Motion To Employ MULLIN HOARD & BROWN, L.L.P., as Counsel For Debtor and in support of such Motion would respectfully show the Court as follows:

1. The Debtor filed for relief under Chapter 11 of the U.S. Bankruptcy Code on February 17, 2023.

2. The Debtor has the rights, powers and duties of a debtor in possession and continues to operate its business pursuant to 11 U.S.C. § 1107.of the Bankruptcy Code.

3. The Debtor owns and operates several grain elevator facilities in South Texas.

4. The Debtor asserts that it is necessary to retain and employ attorneys for the administration of this bankruptcy estate for the following purposes:

- (1) Preparation of all motions, notices, orders and legal papers necessary to comply with the requisites of the United States Bankruptcy Code and Bankruptcy Rules;
- (2) Counseling with the Debtors regarding preparation of Operating Reports; Motions for Use of Cash Collateral; Motions to Sell; and development of a Chapter 11 Plan; and
- (3) The provision of all other legal services ordinarily associated with a bankruptcy case.

5. The Debtor desires that they be authorized to employ the law firm of MULLIN HOARD & BROWN, L.L.P., P.O. Box 2585, Lubbock, Texas 79408-2585, as bankruptcy counsel in this bankruptcy proceeding for such compensation and reimbursement of expenses as is just. Such law firm is a firm of attorneys duly admitted to practice in this Court, selected by the Debtor because of its experience in bankruptcy and reorganization matters, and the Debtor believes that this firm is well qualified to represent it in this case.

6. To the best of Debtor's knowledge, after reasonable inquiry, MULLIN HOARD & BROWN, L.L.P., is a disinterested firm and does not represent or hold any interest adverse to the Debtor with respect to the matters on which they are to be employed, and has no other connections with any other creditor, or any other party in interest. Attached hereto as Exhibit "A" is a copy of an Affidavit of Disinterestedness which has been executed by David R.

Langston on behalf of the firm of MULLIN HOARD & BROWN, L.L.P.

7. In regard to compensation for services rendered, MULLIN HOARD & BROWN, L.L.P., will seek reimbursement of fees and expenses as is just and authorized by the Court. MULLIN HOARD & BROWN, L.L.P., has informed the Debtor that it charges \$225.00 to \$520.00 per hour for partners' and associates' time, and \$125.00 to \$185.00 per hour for paralegals' and law clerks' time.

8. Prior to filing bankruptcy, the law firm of MULLIN HOARD & BROWN, L.L.P., received a retainer in the sum of \$100,000.00. The retainer is for the engagement of the firm for the representation of the Debtor in their Chapter 11 case. Upon filing the bankruptcy case, MULLIN HOARD & BROWN, L.L.P. made a draw on the retainer of \$38,866.50 to pay for legal fees and expenses that had been incurred prior to filing the petition in this case, leaving a balance in the retainer account of \$61,133.50.

9. The Debtor seeks authority from the U.S. Bankruptcy Court to allow such other and additional compensation and reimbursement of expenses, over and above the retainer in trust, as the Court may determine is reasonable and just upon appropriate Motion for Compensation and Reimbursement of Expenses filed with the Bankruptcy Court. The fee application will contain a detailed statement showing services performed by these attorneys and the particular compensation and reimbursement sought.

10. Any future fees and expenses due Mullin Hoard & Brown, L.L.P. over and above the retainer, will be paid only upon the filing and approval of a Motion For Compensation and Reimbursement of Expenses with this Bankruptcy Court.

11. The Debtor and Mullin Hoard & Brown, L.L.P. understand and agree that all fees and expenses are subject to court approval and any request for allowance and payment of such fees are subject to the court's Guidelines for Compensation and Expense Reimbursement of Professional and Trustees.

WHEREFORE, PREMISES CONSIDERED, Debtor prays for an order approving the employment of MULLIN HOARD & BROWN, L.L.P., as counsel for the Debtor, to the date of engagement of the firm by the Debtor to represent them and to render the services hereinabove set forth, and for such other and further relief as the Court may deem necessary and proper.

Respectfully Submitted,

MULLIN HOARD & BROWN, L.L.P.  
P.O. Box 2585  
Lubbock, Texas 79408-2585  
Telephone: (806) 765-7491  
Facsimile: (806) 765-0553  
Email: drl@mhba.com

/s/ David R. Langston  
David R. Langston, SBN: 11923800  
Southern District Bar No. 9489  
***Attorneys for the Debtor, Garcia Grain Trading Corp.***

**GARCIA GRAIN TRADING CORP.**

By:   
Octavio Garcia

Its: CEO/President

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Motion was served on the following parties in interest, via U.S. First Class mail, on this 27<sup>th</sup> day of February, 2023:

1. Garcia Grain Trading Corp.  
Attn: Octavio Garcia  
101 N. Val Verde Rd.  
Donna, TX 78537  
***Debtor***
2. Andrew Jimenez  
U.S. Trustee's Office  
606 N. Carancahua, Suite 1107  
Corpus Christi, Texas 78476
3. All parties receiving notice via ECF in this case.

/s/ David R. Langston

David R. Langston

STATE OF TEXAS

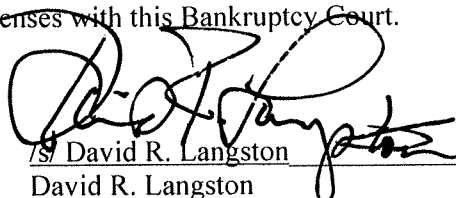
COUNTY OF LUBBOCK

**AFFIDAVIT OF DAVID R. LANGSTON**

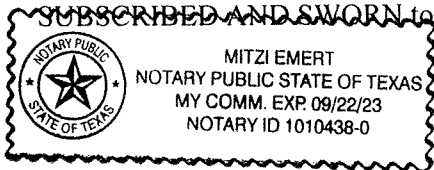
Before me, the undersigned authority, on this day personally appeared David R. Langston, a partner in the law firm of MULLIN HOARD & BROWN, L.L.P., being duly sworn by me, upon oath deposed and said:

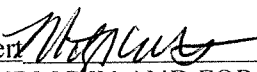
1. That he is a resident of Lubbock, Lubbock County, Texas, that he is over 21 years of age and is of sound mind and has never been convicted of an offense; that he is an attorney practicing in Lubbock County, Texas, and possesses all of the qualifications of an attorney or counselor of law in the State.
2. That the law firm of Mullin Hoard & Brown, L.L.P., consists of attorneys admitted to practice with extensive knowledge and experience in bankruptcy practice and said attorneys of the firm are in all respects qualified to render the necessary legal services requested by the Debtor.
3. That the law firm of Mullin Hoard & Brown, L.L.P., is disinterested and has no connection with any of the creditors of the estate, or any party of interest, their respective attorneys and accountants, the U.S. Trustee or any person employed in the office of the U.S. Trustee, except as disclosed in this Motion.
4. That the Debtor and Mullin Hoard & Brown, L.L.P. have entered into an agreement regarding its fees for representation in this case, and that prior to the filing of the bankruptcy petition, a \$100,000 retainer was paid by the Debtor to the law firm of Mullin Hoard & Brown, L.L.P. Upon filing the bankruptcy case, Mullin Hoard & Brown, L.L.P. made a draw on the retainer of \$38,866.50 to pay for legal fees and expenses that had been incurred prior to filing the petition, leaving a balance in the retainer account of \$61,133.50. Any future fees and expenses due Mullin Hoard & Brown, L.L.P., over and above the remaining retainer and any fees or expenses drawn against the retainer, will be paid only upon the filing and approval of a Motion For Compensation and Reimbursement of Expenses with this Bankruptcy Court.

FURTHER AFFIANT SAITH NOT.

  
/s/ David R. Langston  
David R. Langston

SUBSCRIBED AND SWORN to before me this 27<sup>th</sup> day of February, 2023.



/s/ Mitzi Emert   
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS